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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

INDEMNITY INSURANCE COMPANY OF
NORTH AMERICA a/s/o VIA PACIFIC, INC.,

X



Plaintiff,

- against -

TUG LOGISTICS, INC.,

Defendant.

AMENDED COMPLAINT

Plaintiff, by its attorneys, CASEY & BARNETT, LLC, as and for its Complaint, alleges upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. § 1333.
2. Plaintiff, Indemnity Insurance Company of North America ("INA") is a corporation with a place of business located at 140 Broadway, New York, New York 10005, and is the cargo insurer for the consignment of 625 cartons of nuts and bolts owned by Via Pacific, Inc., the consignee and owner of said cargo carried by defendant, Tug Logistics, Inc., as more fully described below.

3. Defendant, TUG LOGISTICS, INC., is a corporation organized and existing pursuant to the laws of one of the states of the United States, with an office and place of business located at 2801 N.W. 7F 4th Avenue, Suite 173, Miami, Florida 33122, and at all relevant times was and is doing business in this jurisdiction directly and/or through an agent and was at all times acting in the capacity of a NVOCC.

4. Plaintiff brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

5. On or about June 19, 2006 a consignment consisting of 625 cartons of nuts and bolts, laden in ocean container number MSCU2949348, then being in good order and condition, was delivered to defendant Tug Logistics, Inc. and/ or its agents at the port of Shanghai, China for transportation to Birmingham, Alabama, via the port of Long Beach, California in consideration for an agreed freight pursuant to Tug Logistics, Inc. bill of lading number TUG01008289, dated June 19, 2006.

6. Thereafter, the aforementioned consignment was loaded aboard the M/V MSC BARBARA in Shanghai, China and the vessel sailed for its intended destination.

7. On or about July 25, 2006, the container was delivered to the consignee, whereupon, it was discovered that the consignment of nut and bolts had sustained severe rust damages due to wetting, and the boxes that held the nuts and bolts had split due to the wetness.

8. The damage to the aforementioned consignment did not result from any act or omission on the part of plaintiff or shipper, but to the contrary, was the result in whole or in part, of the negligence and/or breach of contract of the defendant Tug Logistics, Inc.

9. Upon determining that the cargo had been damaged Via Pacific submitted a claim for the damage to its cargo insurer, INA. Following an investigation undertaken as to the existence and cause of the damage, INA paid the insurance claim and became subrogated to the rights of Via Pacific.

10. By reason of the foregoing, plaintiff has been damaged in the amount of at least \$9,000 no part of which has been paid, although duly demanded.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendant citing it to appear and answer all and singular the matters aforesaid;

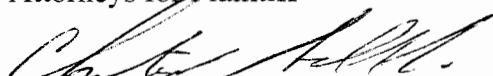
2. That judgment may be entered in favor of Plaintiff and against Defendant for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action, and

3. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
August 1, 2007
115-842

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By:


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